

EXHIBIT 1

DELPHI

Harrison Thermal Systems

Page 1 of 5

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550061360 Date Issued 26-Oct-2004
Version 13-Jul-2005 11:02:48

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Vendor No: 1010171
DUNS No: 005035910

Payment Terms: 2/10 Net 30 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB - BRIDGE CREEK

*** Condition record changed
*** Text changed

Item No.	Material No.	Description	Plant
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00010

52404740

J201 DELPHI T & I LOCKPORT

Tube-Core, 18mm, 753.01g

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Oct-2004	31-Dec-2004	USD		1.000	PC
01-Jan-2005	31-Mar-2005	USD		1.000	PC
01-Apr-2005	30-Jun-2005	USD		1.000	PC
01-Jul-2005	31-Dec-2010	USD		1.000	PC
Quota Valid From	Quota Valid To	Quota %			
26-Oct-2004	31-Dec-2010	99.0			

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added
*** Condition record changed
*** Net price changed

00020 52406110
TUBE-CORE, 644.5LG, 18MM CTC

J201 DELPHI T & I LOCKPORT

Purchasing Contact: Eglin, Marc
Phone: 716-439-2516
Fax: 716-439-3818

Contact Address:

DELPHI

Harrison Thermal Systems
 Page 2 of 5

BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract	
PO Number	Date Issued
550061360	26-Oct-2004
Version	
13-Jul-2005 11:02:48	

Item No.	Material No.	Description	Valid From	Valid To	Currency	Price	Price Unit	UOM
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This Requirement Contract is for 100% unless otherwise specified.

*** New item

00030 52476679 J201 DELPHI T & I LOCKPORT
 Tube

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
07-Feb-2005	31-Dec-2010	99.0			

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00040 52479502 J201 DELPHI T & I LOCKPORT
 Tube-Core

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
07-Feb-2005	31-Dec-2010	20.0			

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00050 52481416 J201 DELPHI T & I LOCKPORT
 Tube-Refrigerant, Core, 784.0 Long

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00060 52481424 J201 DELPHI T & I LOCKPORT
 Tube-646.0 Long

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00070 52484856 J201 DELPHI T & I LOCKPORT
 Tube-Core, 12 mm

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00080 52485679 J201 DELPHI T & I LOCKPORT
 Tube-723.0 Long

DELPHI

Harrison Thermal Systems

Page 3 of 5

BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract

PO Number 550061360 Date Issued 26-Oct-2004
 Version 13-Jul-2005 11:02:48

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00090 52486559 J201 DELPHI T & I LOCKPORT
 Tube-Core

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			
21-Jun-2005	31-Dec-2010	50.0			

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00100 52486664 J201 DELPHI T & I LOCKPORT
 Tube-Refrigerant, Core, 581.0 Long

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00120 52486665 J201 DELPHI T & I LOCKPORT
 Tube-Refrigerant, Core, 622.0 Long

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00130 52486976 J201 DELPHI T & I LOCKPORT
 Tube-Core, 12 mm

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00110 52494012 J201 DELPHI T & I LOCKPORT
 Tube-Core

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00140 52495818 J201 DELPHI T & I LOCKPORT
 Tube-Core, 12mm, 678.8 Long

DELPHI

Harrison Thermal Systems

Page 4 of 5

BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract

PO Number 550061360 Date Issued 26-Oct-2004
 Version 13-Jul-2005 11:02:48

Item No.	Description	Plant	Valid From	Valid To	Currency	Price	Price Unit	UOM
			01-Jul-2005	31-Dec-2010	USD		1,000	PC
Quota Valid From			Quota Valid To	Quota %				
21-Jan-2005			31-Dec-2010	80.0				

This Requirement Contract is for 100% unless otherwise specified.
 *** New item

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from ATAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other documents issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the Internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's

DELPHI

Harrison Thermal Systems

Page 5 of 5

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

PO Number	Date Issued
550061360	26-Oct-2004
Version	
13-Jul-2005 11:02:48	

Item Description

General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Metal prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov, Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Consolidate VSA's for Adrian Facility eff. 7/1/05.

DELPHI

OK cct
7/19/05
Harrison Thermal Systems

Page 1 of 3

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550028990 Date Issued 01-Jul-2003
Version 11-Jul-2005 10:15:42

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Vendor No: 1010171
DUNS No: 005035910

Payment Terms: Net 100 Days Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB FREIGHT COLLECT

*** Incoterms changed
*** Condition record changed
*** Text changed

Item No.	Material No.	Description
00030	52405676	J701 DELPHI T & I RBXX

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00020	52476679	J701 DELPHI T & I RBXX
Tube		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00040	52479502	J701 DELPHI T & I RBXX
Tube-Core		

Purchasing Contact: Eglin, Marc
Phone: 716-439-2516
Fax: 716-439-3818

Contact Address:

DELPHI

Harrison Thermal Systems

Page 2 of 3

BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract

PO Number 550028990 Date Issued 01-Jul-2003
 Version 11-Jul-2005 10:15:42

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00010

52494012
 Tube-Core

J701 DELPHI T & I RBXX

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2003	31-Dec-2003	USD		1,000	PC
01-Jan-2004	31-Mar-2004	USD		1,000	PC
01-Apr-2004	30-Jun-2004	USD		1,000	PC
01-Jul-2004	30-Sep-2004	USD		1,000	PC
01-Oct-2004	31-Dec-2004	USD		1,000	PC
01-Jan-2005	31-Mar-2005	USD		1,000	PC
01-Apr-2005	30-Jun-2005	USD		1,000	PC
01-Jul-2005	31-Dec-2010	USD		1,000	PC

Quota Valid From	Quota Valid To	Quota %
07-Jun-2003	31-Dec-2010	50.0

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added

*** Condition record changed

*** Net price changed

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from ALAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

DELPHI

Harrison Thermal Systems

Page 3 of 3

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

PO Number	Date Issued
550028990	01-Jul-2003
Version	
11-Jul-2005 10:15:42	

Item No. Material No. Description

Notes Continued:

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the Internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Metal prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov., Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Pricing eff. 7/01/05 & Commodity VSA's for Mexico

DELPHI

Harrison Thermal Systems

Page 1 of 3

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550028608 Date Issued 01-Jul-2003
Version 14-Jul-2005 08:26:43

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Vendor No: 1010178
DUNS No: 005035910

Payment Terms: 2/10 Net 30 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

Item No.	Material No.	Plant
00010	17351	J201 DELPHI T & I LOCKPORT
Description: Tubing-Alum, 3102 F, .500 ODx.049 W		

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2003	30-Sep-2003	USD		1,000	LB
01-Oct-2003	31-Dec-2003	USD		1,000	LB
01-Jan-2004	31-Mar-2004	USD		1,000	LB
01-Apr-2004	30-Jun-2004	USD		1,000	LB
01-Jul-2004	30-Sep-2004	USD		1,000	LB
01-Oct-2004	31-Dec-2004	USD		1,000	LB
01-Jan-2005	31-Mar-2005	USD		1,000	LB
01-Apr-2005	30-Jun-2005	USD		1,000	LB
01-Jul-2005	31-Dec-2010	USD		1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

00040 17425 J201 DELPHI T & I LOCKPORT

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

00020 17430 J201 DELPHI T & I LOCKPORT

Tubing-Alum, 3102 F, [REDACTED]

Purchasing Contact: Eglin, Marc

Phone: 716-439-2516

Fax: 716-439-3818

Contact Address:

DELPHI

Harrison Thermal Systems

Page 2 of 3

BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract
 PO Number 550028808 Date Issued 01-Jul-2003
 Version 14-Jul-2005 08:26:43

Item No.	Material No.	Description	Valid From	Valid To	Currency	Price	Price Unit	UOM
			01-Jul-2005	31-Dec-2010	USD		1.000	LB
This Requirement Contract is for 100% unless otherwise specified.								
00030	17565	J201 DELPHI T & I LOCKPORT Tubing-Alum, 3003 F, .750 ODx.049 W						
			01-Jul-2005	31-Dec-2010	USD		1.000	LB
This Requirement Contract is for 100% unless otherwise specified.								
00050	80617	J201 DELPHI T & I LOCKPORT Tubing-Alum, 3003 F, .750 ODx.049 W						
			01-Jul-2005	31-Dec-2010	USD		1.000	LB
This Requirement Contract is for 100% unless otherwise specified.								

NOTES

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DELPHI

Harrison Thermal Systems

Page 3 of 3

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

PO Number	Date Issued
550028808	01-Jul-2003
Version	
14-Jul-2005 08:26:43	

Item Description

Notes/Comments

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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Metal prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov., Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Consolidate VSA's for Shelbyville Facility & pricing eff. 7/1/05